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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

INSINKERATOR LLC, A Delaware
limited liability company

Plaintiff,

vs.

JONECA COMPANY, LLC, a Delaware
limited liability company, and THE
JONECA CORPORATION, a California
corporation

Defendants.

JONECA COMPANY, LLC, a Delaware
limited liability company,

Counter-Claimant,

vs.

INSINKERATOR LLC, a Delaware
limited liability company,

Counter-Defendant.

Case No. 8-24-cv-02600-JVS-ADS

Judge: Honorable James V. Selna

**PLAINTIFF'S RESPONSE TO
DEFENDANTS' SUPPLEMENTAL
DECLARATION OF JONATHAN
CHAVEZ IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO
ENFORCE PRELIMINARY
INJUNCTION**

DATE: October 20, 2025

TIME: 1:30 pm

PLACE: Courtroom 10C

Action Filed: November 27, 2024

PLAINTIFF'S RESPONSE TO DEFENDANTS' SUPPLEMENTAL DECLARATION OF JONATHAN
CHAVEZ IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO
ENFORCE PRELIMINARY INJUNCTION

Case No.: 8-2-cv-02600-JVS-ADS

1 **I. Introduction**

2 Following the Court’s October 20, 2025 hearing on Plaintiff’s Motion to
3 Enforce Preliminary Injunction, Defendants filed the Supplemental Declaration of
4 Jonathan Chavez in Support of Defendants’ Opposition to Plaintiff’s Motion to
5 Enforce Preliminary Injunction (the “Supplemental Declaration”). Dkt. 189. At the
6 hearing, the Court permitted Plaintiff InSinkErator LLC (“ISE”) to respond to that
7 declaration. ISE submits this brief response.

8 The Supplemental Declaration offers nothing of substance. It repackages
9 themes from Defendants’ prior opposition and surreply, leans on generalized
10 statements about third-party website “policies,” and offers selected screenshots that
11 were already submitted to the Court. Critically, it attaches no evidence of
12 communications with retailers—no requests for accommodations, no approvals, and
13 no confirmations—and thus fails to show that Joneca sought or achieved
14 product-page placements that satisfy the PI Order. Far from rebutting ISE’s showing,
15 the declaration confirms that Joneca has not taken all reasonable steps to comply with
16 the Court’s Preliminary Injunction Order (“PI Order”). Dkt. 71. ISE respectfully
17 requests that the Court grant ISE’s Motion to Enforce with respect to online product
18 pages.

19 **II. Argument**

20 The Supplemental Declaration repeats the same deficiencies that plagued
21 Joneca’s prior submissions to this Court regarding its compliance with online product
22 pages. It makes clear that Joneca has not taken all reasonable steps to comply with
23 the PI Order by ensuring the disclaimer is clear and conspicuous. The Court should
24 require Joneca to (1) take all reasonable steps to ensure the disclaimer appears on the
25 main product image on product webpages that sell its disposals, and (2) take all
26 reasonable steps to ensure the disclaimer appears clearly and conspicuously at the top
27 of the product webpage.

1 First, the Supplemental Chavez Declaration offers nothing new. It rehashes
2 Joneca's prior "retailer policies" and "first feasible" narrative and, if anything,
3 reinforces that Joneca has not done enough to make the disclaimer clear and
4 conspicuous on product webpages. As the declaration admits, the screenshots of
5 exhibits and the policies it cites were already submitted to the Court with its briefing.
6 The Court asked for "further factual input" about its "dealings to date with the major
7 retailers in an effort to have the disclaimer displayed on the websites." 10/20/2025
8 Hearing Tr. at 26:22-27:1. Conclusory assertions about "policies" are not the "further
9 factual input" the Court requested. This is not the detailed supplemental declaration
10 the Court envisioned, but is simply a reproduction of the same excuses about Joneca's
11 noncompliance that was already briefed to the Court.

12 Second, the declaration is unreliable because Joneca provides no evidence of
13 its communications with retailers about disclaimer placement. At the hearing, ISE
14 noted that Joneca's argument was "the first time that they have referenced
15 communications with the retailers and any indication that the retailer has denied them
16 the right to do so. We don't have any evidence that Home Depot said, no, we won't
17 put the disclaimer on there." 10/20/2025 Hearing Tr. at 25:15-19. Indeed, this may
18 have prompted the Court to request the supplemental declaration in the first place.
19 *Id.* at 26:3-9. Yet Joneca still refuses to submit evidence of those communications.
20 The Supplemental Declaration asserts what retailers allow or forbid on their websites,
21 what fields are "generated," and what is "feasible" or what can appear "earliest."
22 Supp. Decl. ¶¶ 4, 14, 39. But it neither cites nor attaches emails, customer service
23 requests, or other communications requesting accommodations to comply with the
24 Court's PI Order. Nor does Joneca provide any retailer communications indicating
25 that such requests were granted or denied. There is no evidence that Joneca asked a
26 retailer to place the disclaimer at the top of the product webpage, and no evidence
27 that a retailer denied such a request. Joneca was given at least three opportunities to
28

1 submit that evidence—in its opposition brief, its surreply brief, and in its
2 Supplemental Declaration—but it has repeatedly failed to do so.

3 Instead of providing that evidence, the Supplemental Declaration cites to the
4 retailers’ policies—which Joneca already submitted to the Court with its briefing—
5 and claims Joneca was powerless to effectuate a clear and conspicuous disclaimer.
6 Joneca cannot hide behind these third parties and disavow compliance. Simply
7 because third parties control their websites does not absolve Joneca of its court-
8 ordered obligations. The Supplemental Declaration statement that “Joneca cannot
9 unilaterally make the disclaimer more prominent” is a truism. Supp. Decl. ¶ 5. As
10 ISE explained at the hearing, compliance with the PI Order necessarily requires
11 Joneca to work with third parties to apply the disclaimer in the appropriate locations,
12 whether it be in-store or online. 10/20/2025 Hearing Tr. at 24:25-25:12. The retailers
13 control their brick-and-mortar stores and likely have policies preventing a supplier
14 from barging into stores and stickering products unilaterally. But Joneca had to
15 coordinate with those retailers to enable the application of the disclaimers in-store. It
16 should do the same online, as the PI Order plainly enjoined Joneca from assisting,
17 permitting, or causing third parties from making false and deceptive horsepower
18 claims.

19 Third, the Supplemental Declaration treats retailer policies as immovable
20 constraints rather than starting points for compliance. As a threshold matter, the
21 declaration only gives Joneca’s interpretations of third-party policies. It does not
22 submit any evidence of attestations from those third parties about what those policies
23 mean and how they are implemented in practice. In any event, those policies are
24 designed to promote uniform consumer-facing formats, not to preclude adherence to
25 a federal court order. For example, Amazon’s policy about product images states that
26 “Images are an important part of selling products on Amazon. They make it easier
27 for customers to evaluate and learn about your product . . . We’ve created technical

1 and content requirements for images to ensure that customers see accurate, helpful,
2 and high-quality images.” Dkt. 176-1, Ex. C at 21 (emphasis added). Similarly, Home
3 Depot’s policy states that “As you create the marketing components associated with
4 your product information, use the perfect sku example below to ensure your products
5 are picture-perfect, optimizing the customers shopping experience.” Dkt. 176-1, Ex.
6 B (emphasis added). Placing a disclaimer on the main product image aligns with
7 those goals by ensuring customers receive accurate information. As ISE’s reply brief
8 explained, this is not hypothetical. ISE provided publicly available examples of
9 retailer websites that include text on main images. Dkt. 161-14 (Melsheimer Decl. ¶
10 4, Ex. C) at 8–10. ISE encourages the Court to visit Home Depot’s websites to see
11 the text that appears on main product images for various garbage disposals.¹ The
12 third-party policies are thus not impediments to compliance, and Joneca is clearly not
13 powerless to request that all the main product images for its disposals display the
14 disclaimer. The Supplemental Declaration identifies no effort to request comparable
15 treatments for the disclaimer, and no reason those demonstrated proofs-of-concept
16 cannot be used here. Joneca is exploiting third-party policies to evade compliance,
17 when it should be taking all reasonable steps to comply with the PI Order.

18 The Supplemental Declaration responds to ISE’s cited examples of the
19 disclaimer appearing on the main product images by stating that “Joneca has no
20 information about why or how these images exist or whether these images were or
21 were not authorized by The Home Depot, and ISE offers none.” Supp. Decl. ¶ 47.
22 This inverts the requirements of the PI Order—Joneca is required to take all
23 reasonable steps to comply, not ISE. ISE provided publicly available examples of
24 how Joneca could comply, and the Supplemental Declaration somehow implies that

25
26 ¹ See Home Depot, *InSinkErator Power 900, 3/4 HP Garbage Disposal, Power Series EZ Connect*
27 *Continuous Feed Food Waste Disposer*, [https://www.homedepot.com/p/InSinkErator-Power-900-](https://www.homedepot.com/p/InSinkErator-Power-900-3-4-HP-Garbage-Disposal-Power-Series-EZ-Connect-Continuous-Feed-Food-Waste-Disposer-POWER-900/326067211)
28 [3-4-HP-Garbage-Disposal-Power-Series-EZ-Connect-Continuous-Feed-Food-Waste-Disposer-](https://www.homedepot.com/p/InSinkErator-Power-900-3-4-HP-Garbage-Disposal-Power-Series-EZ-Connect-Continuous-Feed-Food-Waste-Disposer-POWER-900/326067211)
[POWER-900/326067211](https://www.homedepot.com/p/InSinkErator-Power-900-3-4-HP-Garbage-Disposal-Power-Series-EZ-Connect-Continuous-Feed-Food-Waste-Disposer-POWER-900/326067211) (last accessed Nov. 14, 2025).

1 *ISE* has not done enough. This violates the spirit of the PI Order and exemplifies
2 Joneca’s lack of diligence in its compliance. Joneca could have and should have
3 asked Home Depot—and every other retailer—to display the Court-ordered
4 disclaimer on the main product images for its disposals. There is no evidence that it
5 did. The Supplemental Declaration confirms that Joneca has not done enough.

6 The same problems infect the declaration’s discussion of placing disclaimer
7 text at the top of product pages. The Supplemental Declaration states that “Joneca
8 requested an update to The Home Depot’s website to include the disclaimer in the
9 first bullet point of the ‘Product Details’ section of the product landing page. This is
10 the earliest space on The Home Depot’s website technologically capable of
11 accommodating the disclaimer.” Supp. Decl. ¶ 39. This confirms that Joneca never
12 requested the disclaimer appear at the top of the webpage—where information about
13 the disposal already appears in bullet points—and Home Depot never denied (or even
14 considered) such a request. As *ISE* explained at the hearing, the “Product Details”
15 section is buried down the webpage in a collapsible section that the user must scroll
16 down and click to expand in order to encounter the disclaimer. 10/20/2025 Hearing
17 Tr. at 9:1-14. Joneca chose that buried, difficult to find location for the Court-ordered
18 disclaimer, rather than the bullet points at the top of the webpage immediately below
19 the title. Even if Home Depot controls the text that appears there, that is not an
20 impediment to Joneca negotiating with Home Depot to include the disclaimer,
21 leveraging its relationships, or even asking this Court for assistance if the retailer
22 refuses to comply. The declaration reveals that Joneca has failed to even ask the
23 retailers to display the disclaimer clearly and conspicuously at the top of the product
24 webpage. That is insufficient.

25 **III. CONCLUSION**

26 The Supplemental Declaration reinforces that Joneca has not substantially
27 complied with the Court’s PI Order. It has not taken all reasonable steps to comply

1 and has adopted interpretations as to what is required that are plainly unsupported.
2 ISE respectfully requests that the Court grant ISE's Motion to Enforce the
3 Preliminary Injunction with respect to online product webpages and require Joneca
4 to (1) take all reasonable steps to ensure the disclaimer appears on the main product
5 image on product webpages that sell its disposals, and (2) take all reasonable steps to
6 ensure the disclaimer appears clearly and conspicuously at the top of the product
7 webpage.

8
9 Dated: November 14, 2025

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiff InSinkErator LLC, certifies that this brief contains 1,649 words, which complies with the word limit of L.R. 11-6.1.

Dated: November 14, 2025

/s/ William Melsheimer

William Melsheimer